

INTERNSHIP RESOURCES CONTRACT

This Internship Resources Contract is entered between the State of Texas, acting by and through its Department of Information Resources (DIR) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Dott Professional & Technical Services (Vendor) with its principal place of business at 715 Meriden Lane, Austin, Texas 78703, for the purpose of supplying Interns to provide services within the scope of information resources technologies as defined in Section 2054.003, Texas Government Code, through DIR for its Customers. This Contract is the result of a publicly conducted procurement pursuant to Chapter 2054, Texas Government Code.

1. Definitions

Contract – means this document and all attachments, Work Orders and duly executed amendments.

Contract Administrator – refers to the individual appointed by DIR to administer this contract on behalf of the State of Texas and the authorized DIR Customers.

DIR Customers - state agencies and local governments as defined in §2054.003, Texas Government Code (Vernon Supp. 2002).

Interns - identified individuals who perform authorized services under the supervision of Vendor for DIR Customers and who are employees and/or subcontractors of the Vendor.

Internship Resources Invoice - a document submitted by the Vendor to DIR Customer signed by the DIR Customer and the Intern that serves as the timesheet for the Intern. The Internship Resources Invoice is attached as Attachment A.

Work Order - a document submitted to Vendor by DIR Customer outlining the description of services to be performed for the DIR Customer, Intern skills and qualifications required by the DIR Customer, hourly billing rate per Intern, not to exceed total dollar amount, the number of hours to be worked, Work Order start date, Work Order end date, primary work site, Work Order reference number, and other relevant information. Work Orders issued under this Contract shall be attached as Attachment D hereto.

2. Statement of Services to Be Performed

Vendor will provide Interns to DIR Customers to perform services that are defined in the Work Orders in accordance with the terms and conditions of this Contract. Interns provided by Vendor will possess qualifications that meet or exceed those specified in the

Work Orders and will perform the functions as outlined in the Work Orders at the rates quoted therein.

3. Process

DIR Customer will provide Vendor with a detailed description of the Internship services desired. Vendor will provide the DIR Customer with resumes of proposed Interns, references for the proposed Interns, and the hourly rate for each proposed Intern. DIR Customer may interview one or more of the proposed Interns, verify references, and select one or more Interns to perform the requested services. DIR Customer and Vendor will develop and execute a Work Order which will constitute a supplement to this Contract.

It is the responsibility of the DIR Customer to assign work to the Interns, monitor assigned work, validate the accuracy and quality of work, and to perform the acceptance of work products.

4. Order of Precedence

Each Work Order under this contract that is executed by Vendor and DIR Customer will be subject to this contract and any attachments to this contract. In the event of a conflict between a term of this contract (or an attachment to this contract) and a Work Order, the contract term shall control. No additional term and condition of a Work Order can weaken a term or condition of this contract. However, additional DIR Customer terms and conditions may be added to the Work Order.

5. No Quantity Guarantees

Vendor understands that this is a non-exclusive, unknown quantity contract. DIR Customers may obtain internship resources from other sources during the contract term. DIR makes no express or implied warranties whatsoever that any particular number of Work Orders will be issued or that any particular quantity or dollar amount of internship resources will be procured.

6. Hourly Rates/Pricing

The Vendor shall quote hourly rates to DIR Customers in response to specifications provided by the DIR Customer during the term of this Contract. Hourly rates quoted to DIR Customers must include DIR's administrative fee specified in Section 7 herein and shall not exceed maximum rates quoted in Attachment E of this Contract. Hourly rates specified in a particular Work Order must remain valid for a period of one year from the signature dates on the Work Order, or for the period of time specified in the Work Order, whichever is longer. In the event a particular Work Order is renewed and extended for the same or similar services for an additional period of time the Vendor will not be

permitted to increase its rates without the express prior written approval of the DIR Customer.

All hourly rates shall include all expenses associated with each Intern, including wages and benefits.

7. Administrative Fee

The DIR administrative fee shall be included in the hourly rates for the internship resources set forth in any Work Order and/or pricing provided to DIR Customers. This administrative fee shall not be broken out as a separate line item. Vendor will pay DIR, on a monthly basis, 2.5% of the dollar value of all Internship resources provided to DIR Customers by Vendor pursuant to this contract. Vendor will provide payment to DIR fifteen (15) business days after the end of each month. The Vendor's obligation to pay such amount shall be suspended to the extent that its payment or collection violates any state or federal laws.

DIR may change its administrative fee upward or downward during the term of this contract upon written notice to Vendor. Any change in administrative fee shall be passed on to the DIR Customers immediately upon receipt of written notice, but only for Work Orders agreed to after receipt.

8. Administrative Reporting

Vendor agrees to provide monthly contract utilization reports to the Go DIRect coordinator fifteen (15) business days after the end of each month.

- A. A detailed report that includes no less than DIR Customer name, purchase order number, Work Order reference number, billing period start date, billing period end date, Intern name, hours worked, hourly rate, extended price, DIR Customer billing address, and other information as required by DIR.
- B. All reports are to be submitted electronically as defined by DIR to the DIR Go DIRect coordinator.

The failure to file the utilization reports and fees on a timely basis shall constitute grounds for suspension of the contract or termination of the contract for cause. Vendor's liability for any breach of this section shall not under any circumstances exceed the amount of administrative fees owed to DIR by Vendor.

9. Records and Audits

- A. Vendor shall maintain adequate records to establish compliance with this contract until the later of a period of four (4) years after termination of this contract or until full, final and unappealable resolution of all audit or litigation issues that arise under this contract. Such records shall include documentation of the date each Customer placed an order, identification of the ordering Customer, the Customer purchase

order number, Work Order reference number, Intern name, hours worked, hourly rate, extended price, billing period start date, billing period end date, DIR Customer billing address, the invoice sent to the Customer relating to the order, the record of Customer payment and/or balance due, the calculations supporting each administrative fee owed DIR under this contract and such other documentation as DIR may requests.

- B. Vendor shall grant access to all paper and electronic records, books documents, accounting procedures, practices and any other items relevant to the performance of this contract to DIR, the auditors designated by DIR, including auditors of the state Auditors' Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, auditing and/or copying such books and records. Vendor shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor ten (10) business day's notice prior to inspecting, auditing and/or copying Vendors records. Vendor's records, whether paper or electronic, shall be made available during regular office hours. Vendor personnel familiar with the Vendor's books and records shall be available to DIR staff and designees as needed to explain the books and records to the extent necessary for the audit or inspection to be performed. Vendor shall provide adequate office space to DIR staff during the performance of an audit.
- C. If any inspection or audit performed hereunder reveals an aggregate overcharge to Customer of one-half percent (.5%) or greater, or an aggregate underpayment to DIR of its administrative fee of .5% or greater, then the cost of such audit or inspection, including, but not limited to, the salary and associated overhead of DIR staff performing the audit or inspection, shall be reimbursed to IDR within thirty (30) days from receipt of an invoice from DIR reflecting the cost of the audit or inspection.
- D. In the event of a discrepancy between the amount determined by the Texas Comptroller of Public Accounts as having been paid to the Vendor on behalf of a Customer and the amount Vendor calculates DIR's administrative fee provided for such Customer, the amount reflected by the Comptroller of Public Accounts shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

10. Payment

Reimbursement for services rendered for each Work Order herein will be invoiced monthly by Vendor to DIR Customer. DIR Customer will pay the Vendor for actual hours worked by the Intern in accordance with the Work Order. Vendor shall not invoice and DIR Customer will not pay for the following:

- hours worked that exceed the number of hours specified in the Work Order;
- hours worked prior to the Work Order start date;
- hours worked after the Work Order end date.

The Vendor will use the Internship Resources Invoice format shown in Attachment A, attached hereto. Vendor will have the completed Internship Resources Invoice delivered by fax, mail, or hand delivery to DIR Customer no later than ten (10) business days from the last workday of the month covered by the Internship Resources Invoice.

All Internship Resources Invoices are subject to verification by DIR Customer. DIR Customer may reject Internship Resources Invoices that are incomplete, unsigned by Intern, or contain incorrect information. DIR Customer will pay Vendor for services rendered in accordance with Chapter 2251, Texas Government Code.

Any travel away from the DIR Customer primary location designated in the Work Order must be preapproved in writing by the DIR Customer and will be reimbursed according to State Travel Regulations. Vendor is responsible for coordinating travel arrangements. Vendor must submit a separate Travel Reimbursement Invoice, including copies of the preauthorization and receipts, to DIR Customer within ten (10) business days from the last work day of the month in which travel is completed. Cost of travel, food and lodging may not exceed the applicable State reimbursement rates specified in the General Appropriations Act and the State Travel Regulations for such travel, food and lodging.

Falsification of an invoice is grounds for termination of the Contract and/or Work Order(s).

11. Contract Administrator

DIR shall appoint a Contract Administrator whose duties shall include, but not limited to, the following:

- A. Facilitate dispute resolution between the Vendor and Customer. Unresolved disputes shall be presented to DIR for resolution.
- B. Advise DIR regarding Vendor's performance under the terms and conditions of the contract.
- C. Approve monthly contract utilization reports and the administrative fee payments.

12. Change in Vendor Representatives

Vendor shall appoint a primary representative to work with the Contract Administrator to maintain, support, and market this contract. DIR reserves the right to require a change in Vendor's then-current primary representative if the assigned representative is not, in the opinion of DIR, serving the needs of the State of Texas and the DIR Customers adequately. The DIR Contract Administrator will escalate to Vendor management any unresolved issues, before a change in Vendor's then-current representative is requested by DIR.

13. Web Site Maintenance

Vendor agrees to work with the DIR Contract Administrator in keeping updated Vendor information listed on the DIR Web Site. Information from the Vendor is to include Vendor representative, contact name, phone number, fax number, email address, QISV number, and address of Vendor for Customers to submit orders and payment. Vendor's web site URL must also be included. Information on how the DIR Customer will request quotes, place orders, contact number, etc. must be maintained on the Vendor's web site. The DIR Go DIRect logo must be used on the web page created for this contract.

14. DIR LOGO

Vendor may use the DIR logo in the promotion of this contract to DIR Customers with the following stipulations.

- A. The logo may not be modified in any way;
- B. When displayed, the size of the DIR logo must be equal to or smaller than the Vendor logo;
- C. The sole use of the DIR logo will be to communicate the availability of internship resources available under this contract to DIR Customers; and

Any other use of the DIR logo requires prior written permission from DIR.

15. Training and Trade Show Participation

Vendor understands and agrees that it may be required to participate fully by providing a manned booth display or similar presence at no less than two (2) trade shows or similar functions sponsored by DIR each calendar year at the Vendor's expense. Vendor must display the DIR logo at all trade shows directed toward entities that qualify as DIR Customers. The DIR logo must be displayed in a location that is adequately and visually promoting the contract between said parties. DIR reserves the right to require a change in the location of the DIR logo if the logo is not, in the opinion of DIR, adequately displayed.

16. Term of Contract

This Contract shall begin upon the date of final execution and shall continue through May 31, 2003. This Contract may be renewed and extended for an additional 1-year term upon mutual written agreement of the parties, executed prior to the expiration of the initial term. The completion of individual Work Orders shall not be deemed to shorten the term of this Contract, but the term of this Contract shall be deemed to be extended automatically as necessary to complete any agreed to Work Order.

17. Termination of Contract; Remedies

DIR may, in its sole discretion, terminate this Contract for convenience, in whole or in part, effective upon the delivery of written notice to Vendor or at a later date as DIR may establish in such notice.

DIR may issue a written notice of default to Vendor upon the occurrence of a material breach of any covenant, warranty or provision of this Contract. DIR shall give the Vendor thirty (30) days from receipt of notice to cure said default. If the Vendor fails to cure said default within the timeframe allowed, the DIR may, at its option and in addition to any other remedies it may have available, terminate this Contract. Customers hereunder have no power to terminate this Contract for default. Customer's rights are exclusively based on their Work Order.

DIR Customer may terminate Work Orders and DIR may terminate this Contract, without recourse, if funds sufficient to pay obligations hereunder are not appropriated by the legislative body on behalf of local governments, or by the Texas legislature on behalf of state agencies. In the event of non-appropriation, Vendor will be provided ten (10) days written notice of intent to terminate.

In the event this Contract or any Work Order under this Contract expires or is terminated for any reason, a DIR Customer shall pay all amounts due for any services provided by Interns and accepted by DIR Customer prior to the effective termination date.

In the event DIR terminates this Contract as a result of a material breach or default by the Vendor and such breach or default causes or contributes to a loss by DIR or a DIR Customer, DIR shall, in addition to its right to terminate this Contract, have the right to seek and obtain legal and equitable relief, including the right to recover damages from the Vendor. All remedies described in this Contract shall be deemed to be cumulative.

Expiration or termination of this Contract for any reason shall not release any party from liabilities or obligations set forth herein that by their nature are intended to be applicable following expiration or termination.

Upon termination or expiration of this Contract, DIR's Customer shall retain ownership of any and all associated work products and documentation for which it has paid that result from, or are associated with, this Contract, in whatever form they exist.

18 Impracticability of Performance

A party shall be excused from performance under this contract for any period that the party is prevented from performing as a result of Force Majeure, which includes an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has provided written notice to the other party of the event of Force Majeure. Subject to this provision, such non-performance shall not be deemed a default or a ground for

termination. A DIR Customer may terminate a Work Order if it is determined by the DIR Customer that Vendor will not be able to deliver service in a timely manner to meet the business needs of the Customer.

19. Enforcement of Contract and Dispute Resolution

A party's failure to require strict performance of any provision of this contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights. For disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used.

20. Substitution of Intern

If DIR's Customer determines the Intern does not meet the qualifications needed, has not followed applicable safety standards, or for any other reason is unable to complete the assignment satisfactorily, DIR will direct Vendor to resolve the complaint or remove its Intern immediately. If Vendor is unable to resolve the complaint immediately or provide a satisfactory substitute Intern within ten (10) days, the Work Order may be terminated and DIR Customer may select another vendor to finish the remaining work as outlined in the Work Order.

If an Intern no longer provides services for Vendor, Vendor shall have up to seven (7) business days to replace the Intern with a substitute satisfactory to DIR and its Customer. Vendor shall use its best efforts to provide a substitute Intern at the same, or a lower rate than that charged for the replaced Intern's services. If the rate for the substitute Intern is higher than the rate charged for the replaced Intern's services and the higher rate is unacceptable to DIR Customer, or if the Vendor is unable to provide a satisfactory substitute Intern within seven (7) days, the related Work Order may be terminated and DIR Customer may select another vendor to finish the remaining work.

Except when an Intern leaves employment voluntarily, the Vendor may not remove an Intern from a project without prior written consent from the DIR Customer.

Vendor is responsible for retrieving from all Interns as they transition from work on a Work Order, whether voluntarily or involuntarily, all keys, access cards, files, equipment and all other property and security devices that may have been issued to Intern by DIR Customer and to deliver the items to the DIR Customer.

22. Security of Premises, Equipment, Data and Personnel

Interns provided by the Vendor may, from time to time during the performance of this Contract, have access to the personnel, premises, equipment, and other property; including data, files and/or materials (collectively referred to as "Data") belonging to DIR's Customer. Vendor shall use its best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, and other property of DIR's Customer in accordance with the instruction of DIR Customer. Vendor has the duty to ensure that all such equipment, property, and Data are used only for official state business.

The Vendor shall be responsible for damage to DIR Customer's equipment, workplace, and its contents when such damage is caused by Interns provided by the Vendor.

The Vendor shall be solely responsible and liable for the safety, injury, and health of its Interns during the performance of this Contract. The Vendor shall establish a safety and health program that it manages for workplace safety and health to reduce injuries, illnesses and fatalities by systematically achieving compliance with OSHA standards and its General Duty Clause. The program must be appropriate to conditions in the workplace, such as the hazards to which employees are exposed and the number of employees present. Vendor is solely responsible for training its employees and monitoring its employees' compliance with the program. Nothing herein shall be construed to create a duty in the DIR Customer or DIR to monitor, inspect or report on the safety practices of any Intern, or their compliance with Vendor's safety program.

23. Insurance

Vendor shall maintain insurance of the types and amounts shown below, in one or multiple policies, for the duration of this Contract. Vendor is responsible for providing necessary renewals and to provide DIR with copies of the renewals. DIR shall be listed on the commercial general liability policy as an additional insured. Evidence of insurance must be acceptable to DIR Customer in its sole discretion and is attached hereto as Attachment B.

- Workers' Compensation and Employer's Liability Coverage with limits consistent with statutory benefits, Article 8308.101 Tex. Rev. Civ. Stat., and with policy limits for Employer's Liability of \$250,000 bodily injury per accident, \$500,000 disease limit and \$250,000 per disease per employee.
- Commercial General Liability Coverage with a combined single limit of \$500,000 per occurrence for coverage AB&C including products/completed operations, where appropriate, a separate aggregate of \$500,000, including the following provisions:
 - *blanket contractual liability
 - *independent contractors coverage
 - *30 notice of cancellation in favor of DIR
 - *waiver of subrogation in favor of DIR

24. Alcohol and Drug Free Workplace

Possession, use, or being under the influence of alcohol or controlled substances by Vendor Interns while in the performance of this Contract is prohibited. Violation of this requirement shall constitute grounds for termination of this Contract.

25. State Ownership of Work Product

Vendor acknowledges and agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Vendor's Intern for any DIR Customer pursuant to a Work Order, including all such developments as are originated or conceived during the term of this Contract but are completed or reduced to writing thereafter (the "Work Product") will be and remain the exclusive property of DIR's Customer and the State. Any rights, title and ownership interests, including copyright, which Vendor or any Intern may have in any Work Product or any tangible media embodying such Work Product are hereby assigned to the DIR's Customer and the State.

26. Independent Contractor; Indemnity

The employees or subcontractors of Vendor will not be deemed or construed to be employees or subcontractors of DIR or its Customers for any purpose whatsoever.

THE VENDOR SHALL INDEMNIFY AND HOLD HARMLESS DIR, ITS CUSTOMERS, THEIR EMPLOYEES, OFFICERS, AGENTS, GOVERNING BOARD MEMBERS AND COMMISSIONERS, AND THE STATE OF TEXAS, ITS ELECTED AND APPOINTED OFFICIALS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS OR CLAIMS AND FROM ALL LIABILITY AND DAMAGES FOR ANY AND ALL INJURIES OR DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY IN CONSEQUENCE OF THE NEGLIGENCE OF THE VENDOR OR ITS INTERNS IN THE PERFORMANCE OF THIS CONTRACT, AND FROM ANY CLAIMS BROUGHT BY OR AMOUNTS RECOVERED BY ANY EMPLOYEE OR AGENT OF THE VENDOR OR ANY OF ITS INTERNS UNDER THE WORKERS' COMPENSATIONS LAWS, CHAPTER 101, CIVIL PRACTICES AND REMEDIES CODE, OR ANY OTHER LAWS AND FROM ANY OTHER LIABILITIES THAT MAY ARISE FROM SERVICES PROVIDED BY THE VENDOR AND ITS INTERNS UNDER THIS CONTRACT. THE VENDOR SHALL FURTHER SO INDEMNIFY AND BE RESPONSIBLE FOR ALL DAMAGES AND INJURY TO PROPERTY OF ANY CHARACTER OCCURRING DURING THE PROSECUTION OF THE WORK RESULTING FROM ANY ACT, OMISSION, NEGLECT, OR MISCONDUCT OF THE VENDOR OR ITS INTERNS IN THE MANNER OR METHOD OF EXECUTING THE WORK, OR FROM FAILURE TO EXECUTE THE WORK PROPERLY, OR FROM DEFECTIVE WORK OR MATERIALS. THE

VENDOR SHALL NOT BE RELEASED FROM THESE RESPONSIBILITIES AND OBLIGATIONS UNTIL ALL CLAIMS HAVE BEEN SETTLED AND EVIDENCE ACCEPTABLE TO DIR AND ITS CUSTOMERS OF SUCH SETTLEMENT HAS BEEN PROVIDED TO ITS CUSTOMERS.

27. Warranty

Within thirty (30) days that DIR's Customer signs the Internship Resources Invoice, DIR Customer shall notify the Vendor of any work that was performed unsatisfactorily during the month covered by the Internship Resources Invoice. The Vendor shall make such revisions as are necessary to correct the errors so that the Work Products are acceptable to DIR's Customer. The errors shall be corrected without cost to either DIR or DIR's Customer. Correction is limited to rework of the unsatisfactory Work Product without change to the original specifications and without regard to the amount of the effort expended on the original Work Product.

28. Certifications

The Vendor hereby certifies that:

- A. Neither it nor anyone acting for it has violated the antitrust laws of the State of Texas, codified in Chapter 15, Texas Business and Commerce Code, or the federal antitrust laws, nor directly or indirectly communicated the price to be paid for the services to be delivered under the contract to any competitor or any other person engaged in the same line of business;
- B. Under Section 231.006, Texas Family Code, it is not ineligible to receive payment under this Contract and acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate;
- C. Under Section 2155.004, Texas Government Code, it is not ineligible to receive this Contract and acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate;
- D. It is in compliance with Chapter 171, Texas Tax Code;
- E. It is in compliance with Sections 2155.444 ad 2155.4441, Texas Government Code;
- F. In obtaining this Contract it has not
 - 1. Offered any gift, favor or service to a state officer or employee that might reasonably tend to influence such person in the discharge of his or her official duties;
 - 2. Solicited confidential information from a state officer or employee, which information was acquired by reason of his or her official position; or
 - 3. Employed or otherwise compensated a state officer or employee of DIR or its Customers; and

4. Shall not do any of the things listed above in F as long as the contract is in force and effect;
- G. Vendor is an entity authorized and validly existing under the laws of the state of its organization and is authorized to do business in the state of Texas and is not in default as to taxes owed to the state of Texas or any political subdivisions;
- H. The Vendor and its subcontractors, if any, shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Contract, including, without limitation, workers' compensation laws, nondiscrimination laws and regulations, equal employment opportunity, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. Upon DIR's request, the Vendor shall furnish satisfactory proof of compliance; and
- I. The Vendor is, at the time of the execution of this Contract, a Qualified Information Systems Vendor (QISV) in accordance with the provisions of Chapter 2157, Texas Government Code, and applicable rules adopted by the Texas Building and Procurement Commission. Vendor will maintain its status as a QISV in good standing at all times during the term of this Contract. The Vendor will not provide any services under this Contract that are not listed in their QISV Catalogue.

29. Confidentiality

Vendor acknowledges that DIR is a government agency subject to the Texas Public Information Act. Vendor acknowledges that DIR will comply with the Public Information Act and all opinions of the Texas Attorney General's office concerning this Act.

DIR and DIR Customers may provide to Vendor certain information regarding DIR Customers (Customer Information). Vendor shall not re-sell or otherwise distribute or release to any party in any manner Customer Information.

30. Vendor Contact Information

Either party may give written notice to the other party in accordance with the terms of this paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by e-mail, facsimile transmission, personal service or hand delivery or three business days after being mailed.

To DIR:
Bill Peek
Department of Information Resources
P.O. Box 13564
Austin, Texas 78711-3564
bill.peek@dir.state.tx.us
(512)475-4759, facsimile

Vendor's contact information may be found in Attachment C.

31. Legal Point of Contact

The mailing address for DIR's legal point of contact is:

General Counsel
Department of Information Resources
P.O. Box 13564
Austin, Texas 78711-3564.

DIR's principal place of business is at:

Department of Information Resources
300 West 15th Street, Suite 1300
Austin, Texas 78701.

32. Suit or Pending Proceedings

To the best of the Vendor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting the Vendor, which if determined adversely to the Vendor will have a material adverse effect on the ability of the Vendor to fulfill its obligations under the contract.

32.

Amendments and Assignment

Any amendments to this Contract must be in writing and signed by both DIR and Vendor. Neither party may assign, transfer or convey any of its rights, title or interest under this Contract and shall not delegate any of its duties or obligations without the prior written consent of the other. In the event of an assignment by Vendor to another party with the prior written approval of DIR, such assignment shall not relieve the Vendor from its duties or obligations hereunder.

34. Survival of Obligations

Expiration or termination of this Contract for any reason shall not release Vendor from any liabilities or obligations set forth in this Contract or any Work Order which by their nature would be intended to be applicable following any such expiration or termination.

35. Invalid Term and Condition

If any term or condition of this contract shall be held invalid or unenforceable, the remainder of this contract shall not be affected and shall be valid and enforceable.

36. Governing Law, Venue and Sovereign Immunity

This Contract and documents prepared hereunder shall be governed by the laws of the State of Texas. Venue for all disputes arising hereunder shall be in the District Court of Travis County, Texas. Nothing herein shall be construed to waive the state's sovereign immunity.

37. Binding Contract

This contract has been duly authorized, executed and delivered by Vendor and constitutes the valid, legal and binding agreement of Vendor, enforceable in accordance with its terms.

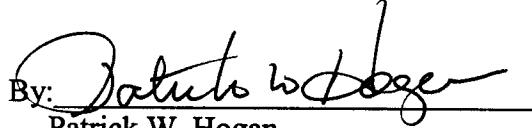
38. Attachments

Attachments to this Contract are incorporated herein by reference. The attachments to this Contract include, but are not limited to, the following:

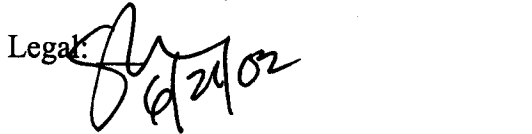
- Attachment A -- Invoice Format
- Attachment B -- Proof of Insurance
- Attachment C -- Vendor Contact Information
- Attachment D -- Work Orders
- Attachment E -- Maximum Rate Schedule

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this contract.

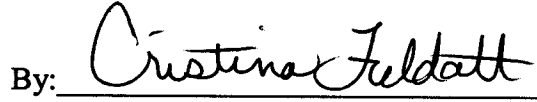
Department of Information Resources

By: 
Patrick W. Hogan
Director of Business Operations

Date: 6/21/02

Legal:  6/24/02

Vendor

By: 

Printed Name: Cristina Feldott

Title: President

Date: 6/21/02

ATTACHMENT A

Dott Professional & Technical Services
715 Meriden Lane
Austin, TX 78703
(512) 478-5327 Phone
(512) 478-5322 Fax

Internship Resources Invoice

Bill To:
Department of Information Resources
Accounts Payable
P.O. Box 13564
Austin, Texas 78711

Fax Number : (512) 475-4759

Invoice #: _____ Invoice Date: _____

Vendor Purchase Order Number: _____ Job Number: _____

Intern's Name: _____ Vendor's ID #: _____

Intern's Position Title: _____

Agency Services Provided To: _____

Agency Project Supervisor: _____

Work Period Covered: _____ through _____

Number Hours Worked

Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hours Worked																

Date	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Hours Worked																

Total Hours	Hourly Rate	Amount Due
_____	_____	_____
_____ x _____ = _____		
For vendor use only		

Notes: A workweek is defined as beginning at 12:01 A.M. Sunday and ending at 12:00 midnight on the following Saturday.
Vendor must supply a non-repetitive numeric invoice number.
Invoice must be printed on vendor letterhead.

Intern's Signature/Date

Agency Project Supervisor Signature/Date

ATTACHMENT B

Certificates of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
12/12/2002

PRODUCER	Capitol City Insurance/The Insurance Store 8030 N. Mopac Expressway 2nd Floor Austin TX 78759	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED	Dott Professional & Technical Services Cristina Feldott dba: 705 Forest View Dr. Austin TX 78746	INSURERS AFFORDING COVERAGE
		INSURER A: Zurich Insurance Company
		INSURER B: Texas Mutual Insurance Company
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS				
A	GENERAL LIABILITY	pas 041535825 01 01	11/12/2002	11/12/2003	EACH OCCURRENCE \$ 1,000,000				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000				
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000				
					PERSONAL & ADV INJURY \$ 0				
					GENERAL AGGREGATE \$ 2,000,000				
					PRODUCTS - COMP/OP AGG \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$			
	<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$	
<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$					
<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$					
<input type="checkbox"/> HIRED AUTOS									
<input type="checkbox"/> NON-OWNED AUTOS									
GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT \$				
<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$					
<input type="checkbox"/>				AUTO ONLY: AGG \$					
EXCESS LIABILITY					EACH OCCURRENCE \$				
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$					
<input type="checkbox"/>				\$					
<input type="checkbox"/> DEDUCTIBLE				\$					
<input type="checkbox"/> RETENTION \$				\$					
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP000523790 20021112	11/12/2002	11/12/2003	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$				
					E.L. EACH ACCIDENT \$ 100,000				
					E.L. DISEASE - EA EMPLOYEE \$ 500,000				
					E.L. DISEASE - POLICY LIMIT \$ 100,000				
OTHER									

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder is listed as Additional Insured. Faxed to 478-5327.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Department of Information Resources Attn: Tamra Gilbert 300 W. 15th St., #1300 Austin TX 78704		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Don Gravel</i>

ATTACHMENT C
VENDOR CONTACT INFORMATION

BUSINESS ENTITY INFORMATION

Vendor Name: Dott Professional & Technical Services
Vendor ID: 2461770172700
Address: 715 Meriden Lane
Austin, TX 78703

LEGAL POINT OF CONTACT

Name: Cristina Feldott
Mailing Address: 715 Meriden Lane
Phone Number: (512) 478-5327
Fax Number: (512) 478-5322
Email Address: cristina@dottpt.com

ACCOUNT REPRESENTATIVE

Name: Cristina Feldott
Physical Address: 715 Meriden Lane
Mailing Address: 715 Meriden Lane
Phone Number: (512) 478-5327
Fax Number: (512) 478-5322
Email Address: cristina@dottpt.com

ATTACHMENT D

Work Orders will be issued upon award of bid.

**Internship Resources Contract
Attachment D
Work Order
September 23, 2002**

DIR Customer

Health and Human Services Commission
12555 Riata Vista Circle, Bldg. 3
Austin, TX 78756

Vendor

Dott Professional & Technical Services
705 Forest View Drive
Austin, TX 78746
Phone (512) 478-5327
Fax (512) 478-5322

**Reference Number WO HHSC100
DIR Contract No. DIR SC-02-011**

A PC Technician Intern will provide inventory and PC Technician services to the HHSC. Dott P&T will bill the HHSC \$18.50 per hour for the services for approximately 40 hours per week for three months. This rate includes a fee of 2.5% payable by Dott P&T to DIR. The intern will begin work on September 23. The work site will be at the Health and Human Services Commission's offices, including 12555 Riata Vista Circle, Bldg. 3, Austin, TX 78756.

**Internship Resources Contract
Attachment D
Work Order
June 21, 2002**

DIR Customer

Office of the Attorney General
300 W. 15th Street
Austin, TX 78701

Vendor

Dott Professional & Technical Services
705 Forest View Drive
Austin, TX 78746
Phone (512) 478-5327
Fax (512) 478-5322

**Reference Number WO OAG100
DIR Contract No. DIR SC-02-011**

A Web Developer Intern will provide web development services to the OAG such as programming secure socket layers, developing a content management system, and programming active server pages. Dott P&T will bill the OAG \$16.06 per hour for the services for approximately 20 hours per week for two months. This rate includes a fee of 2.5% payable by Dott P&T to DIR. The intern will begin work on June 24, 2002 and end approximately August 24, 2002. The work site will be at the Office of the Attorney General, 300 W. 15th Street, Second Floor, Austin, TX 78701.

Attachment E

Maximum Rate Schedule

Appendix B

Department of Information Resources Intern Hourly Rates Form

Vendor Name: Dott Professional & Technical Services

Intern Staffing Category	Minimum Hourly Rate	Maximum Hourly Rate
Application Developer	\$ 17.00	\$ 50.00
Computer Operator	\$ 17.00	\$ 50.00
Database Administrator	\$ 17.00	\$ 50.00
Help Desk Support Specialist	\$ 17.00	\$ 50.00
Local Area Network Technician	\$ 17.00	\$ 50.00
Network Administrator	\$ 17.00	\$ 50.00
Programmer	\$ 17.00	\$ 50.00
Programmer Analyst	\$ 17.00	\$ 50.00
Project Manager	\$ 17.00	\$ 60.00
Systems Analyst	\$ 17.00	\$ 50.00
System Administrator	\$ 17.00	\$ 50.00
Technical Support Specialist	\$ 17.00	\$ 50.00
Technical Writer	\$ 17.00	\$ 50.00
Technician	\$ 17.00	\$ 50.00
Wide Area Network Technician	\$ 17.00	\$ 50.00
Web Developer	\$ 17.00	\$ 50.00

**AMENDMENT NO. 1 TO INTERNSHIP RESOURCES CONTRACT DIR-SC-02-011
BETWEEN THE STATE OF TEXAS,
ACTING BY AND THROUGH ITS DEPARTMENT OF INFORMATION RESOURCES,
AND DOTT PROFESSIONAL AND TECHNICAL SERVICES**

This Amendment No. 1 to Internship Resources Contract DIR-SC-02-011 (Contract) is entered between the State of Texas, acting by and through its Department of Information Resources (DIR) and Dott Professional and Technical Services. This amendment shall be effective upon the date of the last party to sign.

The parties agree to amend the Contract as follows:

I.

Section 16, Term of Contract, is amended to extend the Contract for one 1-year term through May 31, 2004.

II.

The following Section 39, Handling of Written Complaints, is inserted in its entirety after Section 38, Attachments.

39. Handling Of Written Complaints. In addition to other remedies contained in this Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Matt Kelly
300 W. 15th Street, Suite 1300
Austin, TX 78701
(512) 936-6550, voice
(512) 475-4759, fax
Email: matt.kelly@dir.state.tx.us.

Except as amended herein, the Contract shall remain in full force and effect throughout its term.

IN WITNESS WHEREOF, the parties therefore hereby execute their mutual agreement to the terms of Amendment No. 1 to the Contract.

Dott Professional and Technical Services

By: Cristina Feldott
Cristina Feldott
President

Date: 5/22/03

**The State of Texas, acting by and through the
Department Of Information Resources**

By: Patrick W. Hogan
Patrick W. Hogan
Director of Business Operations

Date: 5/22/03

Legal: [Signature]
5/22/03

**AMENDMENT NUMBER 2 to
CONTRACT DIR-SC-02-011 between
Dott Professional & Technical Services and the State of Texas, acting by
and through the Department of Information Resources**

This amendment is hereby affixed to and shall become a part of Contract Number DIR-SC-02-011, effective June 21, 2002, ("Contract") between Dott Professional & Technical Services ("Vendor") and the State of Texas, acting by and through the Department of Information Resources ("DIR"). This Amendment Number 2, as incorporated into the Contract, is subject to all terms, conditions, restrictions and limitations contained in the Contract not in conflict with this Amendment including the limitation of liability provision. The Contract is hereby modified as follows:

1. Section 7 is hereby restated as follows:

The DIR administrative fee shall be included in the hourly rates for the internship resources set forth in any Work Order and /or pricing provided to DIR Customers. This administrative fee shall not be broken out as a separate line item. Vendor will pay DIR, on a monthly basis, two percent (2%) of the dollar value of all Internship resources provided to DIR Customers by Vendor pursuant to this contract. Vendor will provide payment to DIR fifteen (15) business days after the end of each month. The Vendor's obligation to pay such amount shall be suspended to the extent that its payment or collection violates any state or federal law.

DIR may change its administrative fee upward or downward during the term of this contract upon written notice to Vendor. Any change in administrative fee shall be passed on to the DIR Customers immediately upon receipt of written notice.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. This Amendment Number 2 shall be effective November 1, 2003.

Dott Professional & Technical Services

State of Texas, acting by and through the
Department of Information Resources

Cristina Feldt
Authorized Signature

Patrick W. Hogan
Patrick W. Hogan
Director, Business Operations

Cristina Feldt
Printed Name

President
Title

11/17/2003
Date

11/14/03
Date

Legal: [Signature]
11/14/03